EXHIBIT 10

Fill in this information to identify the case:						
Debtor	Highland Capital Management, L.P.					
United States Ba	nkruptcy Court for the: Northern District of Texas (State)					
Case number	19-34054					

Official Form 410

Proof of Claim 04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

P	art 1: Identify the Clair	n				
1.	Who is the current creditor?	Hunter Mountain Trust Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor				
2.	Has this claim been acquired from someone else?	✓ No ✓ Yes. From whom?				
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Hunter Mountain Trust c/o E. P. Keiffer Rochelle McCullough LLP 325 N Saint Paul St Ste 4500 Dallas, TX 75201-3827, USA Contact phone 214.580.2525 Contact email pkeiffer@romclaw.com (see summary page for notice party informatic	contact phone Contact email con)	payments to the creditor be sent? (if page 214.335.7969 Jhonis@RandAdvisors.com		
4.	Does this claim amend one already filed?	✓ No✓ Yes. Claim number on court claims registry (if known)		Filed on		
5.	Do you know if anyone else has filed a proof of claim for this claim?	✓ No Yes. Who made the earlier filing?				

Give Information About the Claim as of the Date the Case Was Filed

✓ No 6. Do you have any number you use to identify the Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: debtor? 7. How much is the claim? \$ 60,298,739.00 Does this amount include interest or other charges? Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). What is the basis of the Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. claim? Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. See attached Exhibit A 9. Is all or part of the claim secured? Yes. The claim is secured by a lien on property. Nature or property: Real estate: If the claim is secured by the debtor's principle residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Common law and contractual setoff rights Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: Amount of the claim that is secured: \$60,298,739.00 Amount of the claim that is unsecured: (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: Annual Interest Rate (when case was filed) ☐ Fixed Variable 10. Is this claim based on a **✓** No lease? Yes. Amount necessary to cure any default as of the date of the petition. 11. Is this claim subject to a right of setoff? Yes. Identify the property: <u>See summary page</u>

Official Form 410 Proof of Claim

Part 2:

934054200402000000000000

12. Is all or part of the claim	☑ No				
entitled to priority under 11 U.S.C. § 507(a)?	Yes. Ched	ck all that apply:	Amount entitled to priority		
A claim may be partly priority and partly		estic support obligations (including alimony and child support) under S.C. § 507(a)(1)(A) or (a)(1)(B).	\$		
nonpriority. For example, in some categories, the law limits the amount		\$3,025* of deposits toward purchase, lease, or rental of property rvices for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$		
entitled to priority.	days	es, salaries, or commissions (up to \$13,650*) earned within 180 before the bankruptcy petition is filed or the debtor's business ends, never is earlier. 11 U.S.C. § 507(a)(4).	\$		
	Taxes	s or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$		
	Conti	ributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$		
	Othe	r. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$		
	* Amounts	are subject to adjustment on 4/01/22 and every 3 years after that for cases begun	on or after the date of adjustment.		
13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?	days befo	rate the amount of your claim arising from the value of any goods rec re the date of commencement of the above case, in which the goods any course of such Debtor's business. Attach documentation supporti	have been sold to the Debtor in		
Part 3: Sign Below					
The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	I am the creditor. I am the creditor's attorney or authorized agent. I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgement that when the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. I have examined the information in this <i>Proof of Claim</i> and have reasonable belief that the information is I declare under penalty of perjury that the foregoing is true and correct.				
	/s/John M. F. Signature	<u>lonis</u>			
	Print the name o	f the person who is completing and signing this claim:			
	Name	John M. Honis First name Middle name Last	name		
	Title	Trustee for Hunter Mountain Trust			
	Company	Hunter Mountain Trust			
	Address	Identify the corporate servicer as the company if the authorized agent is a service 87 Railroad Place - Suite 403, Saratoga Springs			
	Contact phone	214.335.7969 Email Jho	nis@RandAdvisors.com		

193405420040200000000002

Case 3:21-cv-00881-X Document 138-10 Filed 07/14/23 Page 5 of 13 PageID 9211 KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 573-3984 | International (310) 751-1829

Debtor:	,			
19-34054 - Highland Capital Management, L.P.				
District:				
Northern District of Texas, Dallas Division				
Creditor:	Has Supporting Doc	umentation:		
Hunter Mountain Trust	Yes, supporting	ng documentation successfully uploaded		
c/o E. P. Keiffer	Related Document Statement:			
Rochelle McCullough LLP				
325 N Saint Paul St Ste 4500	Has Related Claim:			
Dallas, TX, 75201-3827	No			
USA	Related Claim Filed B	Ву:		
Phone:	Filing Party:			
214.580.2525	Authorized age	ont		
Phone 2:	Authorized ago	ent		
214.953.0182				
Fax:				
214.953.0185				
Email:				
pkeiffer@romclaw.com				
Disbursement/Notice Parties:				
Hunter Mountain Trust	John Honis, Ti	rustee for Hunter Mountain Trust		
John Honis, Trustee for Hunter Mountain Trust	87 Railroad Pl	ace - Suite 403		
87 Railroad Place - Suite 403	Saratoga Sprii	ngs, NE, 12866		
Saratoga Springs, NE, 12866	United States			
United States	Phone:			
Phone:	214.335.7969			
214.335.7969	Phone 2:			
Phone 2:				
Fax:	Fax:			
E maile	E-mail:			
E-mail:	Jhonis@Rand	Advisors.com		
Jhonis@RandAdvisors.com				
DISBURSEMENT ADDRESS	+			
Other Names Used with Debtor:	Amends Claim:			
	No			
	Acquired Claim:			
	No	T		
Basis of Claim:	Last 4 Digits:	Uniform Claim Identifier:		
See attached Exhibit A	No			
Total Amount of Claim:	Includes Interest or (Charges:		
60,298,739.00	Yes			
Has Priority Claim:	Priority Under:			
No				
Has Secured Claim:	Nature of Secured A	mount:		
Yes: 60,298,739.00	Other			
Amount of 503(b)(9):	Describe: Common law and contractual setoff rights			
No	Value of Property:			
Based on Lease:	Annual Interest Rate	:		
No Subject to Bight of Setoff:	Arrearage Amount:			
Subject to Right of Setoff: Yes, See attached Exhibit A - Common law and contractual	_			
setoff rights	Amount Unsecured:			
	Amount onsecuted.			

Case 3:21-cv-00881-X Document 138-10 Filed 07/14/23 Page 6 of 13 PageID 9212

Submitted By:

John M. Honis on 02-Apr-2020 4:36:21 p.m. Eastern Time

Title:

Trustee for Hunter Mountain Trust

Company:

Hunter Mountain Trust

Optional Signature Address:

John M. Honis

87 Railroad Place - Suite 403

Saratoga Springs, NE, 12866

USA

Telephone Number:

214.335.7969

Email:

Jhonis@RandAdvisors.com

VN: A9520313910D362DCA73628BB3BF78D0

Fill in this information to identify the case:					
Debtor 1	HIGHLAND CAPITAL MANAGEMENT, L.P.				
Debtor 2 (Spouse, if filing)					
United States Bankruptcy Court for the: Northern District of Texas					
Case number	19-34054-sgj11				

Official Form 410

Proof of Claim 04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: **Identify the Claim** Who is the current **Hunter Mountain Trust** creditor? Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Has this claim been **☑** No acquired from ☐ Yes. From whom? someone else? Where should notices Where should notices to the creditor be sent? Where should payments to the creditor be sent? (if and payments to the different) creditor be sent? E. P. Keiffer, Rochelle McCullough, LLP John Honis, Trustee for Hunter Mountain Trust Federal Rule of Bankruptcy Procedure 325 St. Paul St., Ste 4500 87 Railroad Place - Suite 403 (FRBP) 2002(g) Number Street Number Street Dallas 75201 TX Saratoga Springs 12866 Ne City State ZIP Code State ZIP Code Contact phone 214.580.2525 Contact phone 214.335.7969 Contact email pkeiffer@romclaw.com Contact email Jhonis@RandAdvisors.com. Uniform claim identifier for electronic payments in chapter 13 (if you use one): Does this claim amend **☑** No one already filed? ☐ Yes. Claim number on court claims registry (if known) _ Filed on MM / DD / YYYY Do you know if anyone **☑** No else has filed a proof ☐ Yes. Who made the earlier filing? of claim for this claim?

Official Form 410 **Proof of Claim** page 1

Give Information About the Claim as of the Date the Case Was Filed

Part 2:

MO No. 6. Do you have any number you use to identify the Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: debtor? $60,\!298,\!739.00$. Does this amount include interest or other charges? 7. How much is the claim? ■ No ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). 8. What is the basis of the Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. claim? Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. See attached Exhibit "A" 9. Is all or part of the claim secured? ☑ Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. ■ Motor vehicle Common law & contractual setoff rights - See Exhibit "A" ☑ Other. Describe: Common law & contractual setoff rights - See Exhibit "A" Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: Amount of the claim that is secured: Amount of the claim that is unsecured: \$ amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: Annual Interest Rate (when case was filed) % ☐ Fixed Variable **☑** No 10. Is this claim based on a lease? Yes. Amount necessary to cure any default as of the date of the petition. 11. Is this claim subject to a ☐ No right of setoff? Yes. Identify the property: Common law & contractual setoff rights - See Exhibit "A"

Official Form 410 **Proof of Claim**

<u> </u>	A-0000T-V	DOCUMENT 190-10 L	1160 07/14/23	raye	JULTO L	ayelD 3213
12. Is all or part of the claim entitled to priority under	☑ No					
11 U.S.C. § 507(a)?	Yes. Check	(one:				Amount entitled to priority
A claim may be partly priority and partly		tic support obligations (including C. § 507(a)(1)(A) or (a)(1)(B).	alimony and child sup	port) under		\$
nonpriority. For example, in some categories, the law limits the amount entitled to priority.		3,025* of deposits toward purchal, family, or household use. 11 L		property or	services for	\$
	bankrup	salaries, or commissions (up to otcy petition is filed or the debtor C. § 507(a)(4).				\$
	☐ Taxes o	or penalties owed to government	al units. 11 U.S.C. § 5	07(a)(8).		\$
	☐ Contrib	utions to an employee benefit pla	an. 11 U.S.C. § 507(a)	(5).		\$
	Other.	Specify subsection of 11 U.S.C. §	§ 507(a)() that appli	es.		\$
	* Amounts a	are subject to adjustment on 4/01/22	and every 3 years after th	nat for cases	begun on or afte	er the date of adjustment.
Part 3: Sign Below						
The person completing	Check the appro	opriate box:				
this proof of claim must						
sign and date it. FRBP 9011(b).			ant			
If you file this claim	_	editor's attorney or authorized ag		tov Bulo 200	24	
electronically, FRBP		stee, or the debtor, or their author	-	-	J4.	
5005(a)(2) authorizes courts to establish local rules	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.					
specifying what a signature	Lundaratand that an authorized signature on this Proof of Claims are as an advantal demand that taken and the taken are last the taken and the taken are last the taken and the taken are last the last the taken are last the taken are last the taken are last the					
is.	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.					
A person who files a		, J	,			
fraudulent claim could be fined up to \$500,000, imprisoned for up to 5	I have examined and correct.	re examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true correct.				
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under penalty of perjury that the foregoing is true and correct.					
3571.	Executed on date 04/02/2020					
	Executed on da	MM / DD / YYYY				
	(John M. Honis				
	Signature /	John IIV. 410 mas				
	Print the name	of the person who is completi	ng and signing this o	claim:		
	Name	John M. Honis First name	Middle name		Last name	
	Title	Trustee for Hunter Mou				
	Company	Identify the corporate servicer as	the company if the author	ized agent is	a servicer.	
	Address	87 Railroad Place - Suit	te 403			
		Number Street				· · · · · · · · · · · · · · · · · · ·
		Saratoga Springs,		NY	12866	
		City		State	ZIP Code	
	Contact phone	214.335.7969		Email	Jhonis@l	RandAdvisors.com.

page 3 **Appx. 00634** Official Form 410 **Proof of Claim**

EXHIBIT "A"

Hunter Mountain Trust (HMT) is the obligor under an original \$63,000,000 Secured Promissory Note that HMT entered into with Highland Capital Management, L.P. (the "Debtor") as payee on or after December 21, 2015 (the "Secured Contribution Note") pursuant to the terms and conditions of the Contribution Agreement of even date where HMT made a cash contribution of \$7,000,000 and issued the Secured Contribution Note for the balance of the \$70,000,000 obligation detailed in the Contribution Agreement.

Just prior to the Petition Date, as of September 30, 2020, HMT was obligated to the Debtor in the amount of \$56,873,209, with interest accruing thereafter with subsequently scheduled principal payments until the Secured Contribution Note comes due by its terms.

The amount of the claim stated on the proof of claim form (\$60,298,739) is the maximum balance due by HMT to Debtor per the amortization schedule attached hereto if the Priority Distributions were timely made.

Notwithstanding denoting this amount as the maximum, the indemnity protect HMT from and against, *any and all losses* incurred or sustained by, or imposed upon it by virtue of the Debtor's failure to perform and such listed amount may necessarily increase over the stated amount in the proof of claim.

Pursuant to Section 6.02 of the Contribution Agreement (which caused the Secured Contribution Note to be executed and the cash contribution to be made) the Debtor (identified as the Partnership in the Contribution Agreement) agreed to indemnify HMT (identified as Contributor in the Contribution Agreement) as follows:

Section 6.02 Indemnification By the Partnership. Subject to the other terms and conditions of this Article VI, the Partnership shall indemnify and defend Contributor and its trustees, sponsors, administrators, grantors, officers, directors, managers, Affiliates, beneficiaries, shareholders, members, partners, successors and assigns (collectively, the "Contributor Indemnified Parties") against, and shall hold the Contributor Indemnified Parties harmless from and against, any and all Losses incurred or sustained by, or imposed upon, any Contributor Indemnified Parties based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Partnership contained in this Agreement or any of the other agreements contemplated hereby to which the Partnership is a party;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Partnership pursuant to this Agreement or any of the other agreements contemplated hereby to which the Partnership is a party; and

Exhibit "A" Page 1 of 3

(c) any and all actions, suits, proceedings, claims, demands and Losses incident to any of the foregoing or incurred in attempting to oppose the imposition thereof, or in enforcing this indemnity. [emphasis added]

While there are limitations on this indemnity, as detailed in Section 6.05, those limitations do not affect HMT's claim for indemnity for the Debtor's existing or future failures to address its obligation to make Priority Distributions to HMT as detailed first in the Third Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P. dated December 21, 2015 attached to the Contribution Agreement (all of which were retained in the Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P. dated December 24, 2015 – referenced in the Debtor's Schedule G):

- 3.9 (b) **Priority Distributions.** Prior to the distribution of any amounts to Partners pursuant to Section 3.9(a), and notwithstanding any other provision in this Agreement to the contrary, the Partnership shall make the following distributions ("*Priority Distributions*") pro-rata among the Class B Partners¹ in accordance with their relative Percentage Interests:
 - (i) No later than March 31_{st} of each calendar year, commencing March 31, 2017, an amount equal to \$1,600,000.00;
 - (ii) No later than March 31_{st} of each year, commencing March 31, 2017, an amount equal to three percent (3%) of the Partnership's investment gain for the prior year, as reflected in the Partnership's books and records within ledger account number 90100 plus three percent (3%) of the gross realized investment gains for the prior year of Highland Select Equity Fund, as reflected in its books and records; and
 - (iii) No later than March 31_{st} of each year, commencing March 31, 2017, an amount equal to ten percent (10%) of the Partnership's Operating Cash Flow for the prior year.
- 4.2 (e) **Default on Priority Distributions**. If the Partnership fails to timely pay Priority Distributions pursuant to Section 3.9(b), and the Partnership does not subsequently make such Priority Distribution within ninety days of its due date, the Class B Limited Partner may require the Partnership to liquidate publicly traded securities held by the Partnership or Highland Select Equity Master Fund, L.P., a Delaware limited partnership controlled by the Partnership; provided, however, that the General Partner may in its sole discretion elect instead to liquidate other non-publicly traded securities owned by the Partnership in order to satisfy the Partnership's obligations under Section 3.9(b) and this Section 4.2(e). In either case, Affiliates of the General Partner shall have the right of first offer to purchase any securities liquidated under this Section 4.2(e).

With regard to missed Priority Distributions and Priority Distributions that likely will not occur hereinafter, HMT claims the maximum benefit available to it on account of the Indemnity referenced in Section 6.02 of the Contribution Agreement, with regard to the Debtor's obligation

Exhibit "A"

¹ HMT is the sole Class B Partner

to fund Priority Distributions per the Fourth Amended and Restated Agreement of Limited Partnership, an "agreement or obligation to be performed by the Partnership pursuant to this Agreement or any of the other agreements contemplated hereby to which the Partnership is a party."

Pursuant to Section 6.05 (e) of the Contribution Agreement HMT's remedy is subject to the following restriction where Partnership is the Debtor and HMT is an Indemnified Party:

(e) Subject to the limitations in this Section 6.05, any indemnification obligation of the Partnership under Section 6.02 shall not be payable to the Indemnified Party in cash, but shall instead be satisfied by a reduction in the principal balance of the Contribution Note for the amount of such indemnification obligation.

This provision of the Contribution Agreement, HMT, asserts, functionally sets up a contractual right of set off as to any claim by the Debtor under the Secured Contribution Note in addition to any common law right of set off which HMT may have as against any claims by the Debtor with regard to the any obligations due under the Secured Contribution Note.

Complete copies of documents supporting this proof of claim are available from counsel for HMT upon request.

Exhibit "A" Page 3 of 3

56,872,536 53,356,909

739,001 5,000,000

5,000,000

57,968,065 59,485,176 60,298,739

Principal Bal

Ending

Total Payment

Due

Confidential -- Do Not Copy or Distribute

Scheduled Amortization through 2023

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"Contribution" Note

I include Cursuming 750117

	Principal Due	•	•	739,001	5,000,000	5,000,000
	Interest PIK'd	1,094,855	1,517,112	1,552,563	1,573,797	1,484,373
	Payment Date	12/21/19	12/21/20	12/21/21	12/21/22	12/21/23
Ending	Principal Bal	2,748,855 63,956,995	62,775,000	58,590,000	54,405,000	50,220,000
Total Payment	Due	2,748,855	2,855,846	5,823,428	5,714,199	5,604,971
	Principal Due	1,052,118			4,185,000	
	Interest Due	1,696,738	1,673,851	1,638,428	1,529,199	1,419,971
	Payment Date	12/24/19	12/24/20	12/24/21	12/24/22	12/24/23

00,10,01	07/17/71	12/21/21	12/21/22	12/21/23	
000 244 00	000,577,50	58,590,000	54,405,000	50,220,000	
7107700	7,822,840	5,823,428	5,714,199	5,604,971	
	1,181,995	4,185,000	4,185,000	4,185,000	
	1,673,851	1,638,428	1,529,199	1,419,971	
5	82	21	22	23	

* Comprised of four underlying notes owed to each of the Seller's of LP interests